RG104 E-1 Box 149

Treasury Department,

BUREAU OF THE MINT,

Washington, D. C., December 8, 1887.

Sir:

With reference to yours of the 7th December, in which you quote a letter from Mr. Wharton of the 3d instant as to Bronze Blanks, my understanding of the terms of a contract such as was entered into with Mr. Wharton is that the option which it carries may be availed of at any time suitable for mint purposes subse--quent to the beginning of deliveries. I do not understand that the mint is obliged to declare its purpose of calls for subsequent deliveries, or that it is bound to state from time to time what amounts it will in future require. The limits of the contract in time and quantities were left open, because of the impossibility of forecasting the actual necessities of the mint.

I understand that there is no question but the mint can call upon Mr. Wharton for 250,000 pounds any time within a year from date of contract.

If Mr. Wharton wishes to close the contract on the grounds of the rise of copper I think he should make the application. In that case I will submit his proposition to the proper law

RG104 E-1 Box 149

officer of the Department.

Very respectfully,

Jas. P. Kimball

Director of the Mint.

Hon. Daniel M. Fox,

Superintendent U.S. Mint,

Philadelphia.

NARA RG104, Entry 1, Box 149

Treasury Department,
Bureau of the Mint,
Washington, D.C.,
December 8, 1887

Sir:

With reference to yours of the 7th December, in which you quote a letter from Mr. Wharton of the 3d instant as to Bronze Blanks, my understanding of the terms of a contract such as was entered into with Mr. Wharton is that the option which it carries may be availed of at any time suitable for mint purposes subsequent to the beginning of deliveries. I do not understand that the mint is obliged to declare its purpose of calls for subsequent deliveries, or that it is bound to state from time to time what amounts it will in future require. The limits of the contract in time and quantities were left open, because of the impossibility of forecasting the actual necessities of the mint.

I understand that there is no question but the mint can call upon Mr. Wharton for 250,000 pounds any time within a year from date of contract.

If Mr. Wharton wishes to close the contract on the grounds of the rise of copper I think he should make the application. In that case I will submit his proposition to the proper law officer of the Department.

Very respectfully,
James P. Kimball
Director of the Mint.

Hon. Daniel M. Fox,
Superintendent U.S. Mint,
Philadelphia.